



*Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary*

## EXHIBIT A

# STANDARD GRANT AGREEMENT (SGA) REQUEST FOR APPLICATIONS (RFA) (NON-COMPETITIVE)

PROCUREMENT ID NUMBER – BPM025083

**Issue Date: July 19, 2021**

## **ELC Reopening Schools COVID-19 Screening Test Opportunity for Public and Non-Public Schools**

### NOTICE

A Prospective Applicant that has received this document from the Maryland Department of Health, or that has received this document from a source other than the Request Coordinator, and that wishes to assure receipt of any changes or additional materials related to this RFA, should immediately contact the Request Coordinator and provide the Prospective Applicant's name and mailing address so that addenda to the RFA or other communications can be sent to the Prospective Applicant.

**STATE OF MARYLAND  
MARYLAND DEPARTMENT OF HEALTH  
RFA KEY INFORMATION SUMMARY SHEET**

**Request for Proposals:** **ELC Reopening Schools COVID-19  
Screening Test Opportunity for Public and Non-Public Schools**

**Solicitation Number:** **BPM025083**

**RFA Issue Date:** **July 19, 2021**

**RFA Issuing Office:** **Maryland Department of Health  
COVID-19 Testing Task Force**

**Request Coordinator:** **Corey Carpenter  
MDH - Office of Contract Management and Procurement  
[corey.carpenter@maryland.gov](mailto:corey.carpenter@maryland.gov)  
Phone: 410-703-0194  
201 W. Preston Street, Baltimore, Maryland 21201**

**Grant Monitor:** **Meredith Schlussel  
Maryland Department of Health  
Phone: 443-248-3703  
[Meredith.Schlussel@maryland.gov](mailto:Meredith.Schlussel@maryland.gov)**

**Transmittal Letters are to be sent to:** **Maryland Department of Health  
Testing Task Force  
[MDH.K12Testing@maryland.gov](mailto:MDH.K12Testing@maryland.gov)**

**Closing Date and Time:** **August 9 at 5:00PM Local Time**

## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Summary Statement**

- 1.1.1 The Maryland Department of Health (MDH or the Department), COVID-19 Testing Task Force is issuing this Request for Applications (RFA) to provide additional COVID-19 screening test laboratory resources for public and non-public schools.

#### **Background Information**

To achieve its strategic goal of supporting the return to in-person instruction in K-12 schools across Maryland, the COVID-19 Testing Task Force (TTF) and Maryland State Department of Education (MSDE) are offering the opportunity to participate in a K-12 COVID-19 Screening Testing Program, which will provide a set of free, comprehensive COVID-19 testing services to participating schools. This program is open to all K-12 schools throughout Maryland during the 2021-2022 school year. The State is issuing this Request for Application for public school systems and non-public schools to formally express interest in the COVID-19 screening testing program and/or seek reimbursement for anticipated COVID-19 screening testing costs incurred through their own contracting mechanism.

Through this RFA process, public school systems and non-public schools will establish a Memorandum of Understanding (MOU) or a standard grant agreement depending on their selection.

- 1.1.2 It is the State's intention to offer services, as specified in this RFA, from an Agreement between the selected Applicants and the State. The anticipated duration of services to be provided under this Agreement is August 15, 2021 through June 30, 2022.
- 1.1.3 The Department intends to make awards to all 24 public school systems and nonpublic schools who qualify to participate as a result of this RFA.
- 1.1.4 Eligible school entities should submit their application through the application form in Exhibit D. Submissions will be reviewed by the MDH K-12 Testing Task Force Team on a rolling basis. Once reviewed and eligibility has been determined, the MDH K-12 Testing Task Force Team will work with the school entity to develop a Memorandum of Understanding (MOU) and/or standard grant agreement depending on the option(s) selected.
- 1.1.5 Applicants who wish to withdraw from the testing program may do so at any time. Responding to this application is non-binding, and does not commit your school/school system to the COVID-19 screening testing program(s) in the fall if you wish to withdraw.
- 1.1.6 MDH is securing its COVID-19 screening testing vendor contracts through a competitive RFP process. MDH will connect Applicants to the onboarded testing vendors to begin testing plans for the upcoming school year.
- 1.1.7 Applicants seeking reimbursement, through their own testing contractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Applicants shall remain responsible for performance regardless of contractor participation in the work except where Applicants utilize services made available through the Department.

## **1.2 Contract Type**

The Agreement resulting from this solicitation shall be a cost reimbursement contract as stated in the Award Letter.

## **1.3 Request Coordinator**

The sole point of contact in the State for purposes of this solicitation prior to the award of any Agreement is the Request Coordinator at the address listed below:

Request Coordinator: Corey Carpenter, MDH Office of Contract Management and Procurement  
Phone Number: 410-703-0194  
E-mail: [corey.carpenter@maryland.gov](mailto:corey.carpenter@maryland.gov)

The Department may change the Request Coordinator at any time by written notice.

## **1.4 Grant Monitor**

The Grant Monitor is:

**Meredith Schlussel**  
**Maryland Department of Health**  
**Phone: 443-248-3703**  
[Meredith.Schlussel@maryland.gov](mailto:Meredith.Schlussel@maryland.gov)

The Department may change the Grant Monitor at any time by written notice.

## **1.5 eMaryland Marketplace Advantage**

Each Applicant is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Application submission to this RFA.

eMMA is an electronic commerce system administered by the Maryland Department of General Services. The RFA and associated materials, the solicitation and summary of the Pre-Proposal Conference, Applicant questions and the Request Coordinator's responses, addenda, and other solicitation-related information will be provided via eMMA.

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov/>, click on "Register" to begin the process, and then follow the prompts.

## **1.6 Questions**

Written questions from prospective Applicants will be accepted by the Request Coordinator. Questions shall be submitted via email to the Request Coordinator and the following e-mail address: [MDH.K12Testing@maryland.gov](mailto:MDH.K12Testing@maryland.gov). **Please identify in the subject line the Solicitation Number and Title.**

All questions and answers will be posted to eMMA for all interested parties to reference.

Questions are requested to be submitted at least **FIVE (5)** days prior to the Application due date. The Request Coordinator, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Application due date.

### **1.7 Application Due (Closing) Date and Time**

Applications, in the number and form set forth in Section 4.2 “Applications” must be received by the Department via the forms listed in Exhibit B no later than 5:00PM Local Time on August 9 in order to be considered.

Requests for extension of this time or date will be considered on a case by case basis. Applications received after the due date and time listed in this section will not be considered. The Applicant may confirm, at least 60 minutes before the deadline, that the application was received by the Department. Questions regarding this solicitation should be directed (**By e-mail only**, no phone calls will be accepted) to the [MDH.K12Testing@maryland.gov](mailto:MDH.K12Testing@maryland.gov) account.

Applications may be modified or withdrawn by written notice received by the Request Coordinator before the time and date set forth in this section for receipt of Application.

### **1.8 Award Basis**

The Grant shall be awarded to responsible Applicants submitting Applications that have been determined to be eligible for participation in the ELC Reopening Schools Grant Program as set forth in this RFA, for providing the activities as specified in this RFA. See RFA Section 5 for further award information.

### **1.9 Revisions to the RFA**

If it becomes necessary to revise this RFA before the due date for Applications, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFA or which are otherwise known by the Request Coordinator to have obtained this RFA. Addenda made after the due date for Applications will be sent only to those Applicants that submitted a timely Application and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFA issued before the Application due date shall be included in the Transmittal Letter accompanying the Applicant’s Proposal/Application. Acknowledgement of the receipt of addenda to the RFA issued after the Application due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Applicant from complying with the terms, additions, deletions, or corrections set forth in the addendum.

### **1.10 Cancellations**

The State reserves the right to cancel this RFA, accept or reject any and all Applications, in whole or in part, received in response to this RFA, and waive or permit the cure of minor irregularities. The State reserves the right, in its sole discretion, to award a Grant based upon the written Applications received without discussions or negotiations. In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4). If the services that are the subject of the RFA are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFA may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

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## **SECTION 2 – MANDATORY REQUIREMENTS**

### **2.1 Applicant Mandatory Requirements**

The Applicant must provide proof with its Application that the following Mandatory Requirements have been met:

- 2.1.1 The Applicant shall be a Social organization as defined per Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland or a local, state government agency, public college or state university.
- 2.1.2 For social organization Applicants (not local, state government agency, public college, or state university), the Applicant must be a nonprofit organization, classified by the IRS as tax-exempt under section 501(c)(3) of the Internal Revenue Code. Applications must include attachments of the following documentation from the applicant:
  - Documentation of tax-exempt status of the Applicant or the Applicant's fiscal sponsor (i.e. IRS tax exempt status determination letter)
- 2.1.3 For nonpublic schools, the Applicant shall be approved or registered by the Maryland State Department of Education. As proof of meeting this requirement, the Applicant shall provide with its Application the appropriate approval or registration number.

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## **SECTION 3 – SCOPE OF WORK**

### **3.1 Background and Purpose**

In April of 2021, the Centers for Disease Control awarded a population-based grant through their Enhancing Laboratory Capabilities grant program to directly fund COVID-19 testing within schools as authorized by the federal American Rescue Plan Act of 2021. The Maryland Department of Health received this award as the Single State Authority for CDC and is now making funded contracts or reimbursement available to public and non-public schools as permitted through State Finance and Procurement § 7-402.

To achieve its strategic goal of supporting the return to in-person instruction in K-12 schools across Maryland, the COVID-19 Testing Task Force (TTF) and Maryland State Department of Education (MSDE) are offering the opportunity to participate in a K-12 COVID-19 Screening Testing Program, which will provide a set of free, comprehensive COVID-19 testing services to participating schools. This program is open to all K-12 schools throughout Maryland during the 2021-2022 school year. The State is issuing this Request for Application for public school systems and non-public schools to formally express interest in the COVID-19 screening testing program. This will be known as **Option A**.

With the understanding that some public school systems and non-public entities would like to utilize already previously established relationships with COVID-19 testing vendors, the State is also issuing a Request for Application for reimbursement of full-service screening testing of the K-12 school populations across the state. School entities seeking reimbursement will work directly with their identified Contractor(s) to plan, implement, manage, and report on screening testing programs. The Contractor's COVID-19 screening testing program must meet all necessary clinical protocols and public health standards of school-based COVID-19 screening testing. This will be known as **Option B**.

Public school systems and non-public schools may opt in for both options.

### **3.2 Scope of Work - Requirements**

#### **Option A: State-contracted COVID-19 screening testing program for 2021-2022 school year**

The State of Maryland is offering a full-service, end-to-end provider(s) of end-to-end screening testing of the K-12 school populations across Maryland through the implementation of school-specific testing vendor-generated screening assessment plans to monitor and contain the transmission of COVID-19 in schools. The successful vendor(s) will plan, implement, manage, and report on screening testing programs at the request of the State's public school systems and any other non-public school entities serving grades K-12 authorized by the State to participate in this screening program. Testing vendors will also possess necessary CLIA licenses for specimen processing.

MDH is offering the option to choose from two main vendor functional areas: non-pooled and pooled vendors. Non-pooled testing vendors will provide individual PCR and/or rapid antigen testing, with confirmatory PCR tests as needed. Pooled vendors will provide pooled in-lab or pod pooling of cohorts up to 25 individuals and follow-up testing in the event of a positive pool.

The Applicant will have the option to develop their own screening testing strategy, in accordance with CDC guidelines, other state and federal resources, and with assistance from their selected testing contractor. Possible screening testing approaches include:

- Testing staff and/or students only for participation in extracurricular activities (sports, civic, and academic)
- Testing all staff and/or students (all grades or grade-specific) periodically (ex. all elementary students weekly)



- Testing a sample of staff and/or students periodically (ex. 10% of all students weekly)

Once the testing vendor awards have been finalized, Applicants will be able to select the testing vendor they believe will be the best fit for their school's context. Testing vendors will work directly with LSS and non-public schools to conduct an initial testing assessment that will inform the overall testing strategy, and will then proceed with the implementation of the assessment by providing clinical staff to administer tests and assist with test collection, transferring tests to laboratories, communicating test results through their resulting portal, and reporting results to schools and health authorities.

Additionally this program provides non-clinical, administrative staff to participating public school systems and non-public schools to assist with administrative tasks associated with implementing a screening testing program. MDH will assess all requests and make all staffing allocations to the best of their abilities.

### **Option B: Reimbursement of COVID-19 screening testing expenses for 2021-2022 school year**

Applicants seeking reimbursement will work directly with their identified Contractor(s) to plan, implement, manage, and report on screening testing programs. The Contractor's COVID-19 screening testing program must meet all necessary clinical protocols and public health standards of school-based COVID-19 screening testing.

The Testing Task Force will review the application, ensure it meets the ELC grant requirements, and make the applicant aware of any clarifications or modifications that may be required.

#### **3.2.1 General Requirements**

##### **3.2.1.1 Award Period - Options A and B**

- A. The Award Period for this Request for Application is from August 15, 2021 to June 30, 2022. The award period is intended to coincide with the Applicant's 2021 - 2022 School Year.

##### **3.2.1.2 Testing type - Options A and B**

- A. Type of testing: Screening testing for asymptomatic and presymptomatic COVID-19 cases through individual rapid antigen testing and/or Polymerase-chain reaction (PCR) testing or through pooled in-lab or pod pooling testing

##### **3.2.1.3 School eligibility - Options A and B**

- A. All public school systems and non-public schools are eligible for participation in this grant.
- B. Individual public schools are considered eligible if their public school system submits an application

##### **3.2.1.3 Testing vendor capabilities - Option B - required**

- A. Applicants who are seeking reimbursement must work with vendors who possess the following capabilities:
  1. Provide pooled or non-pooled COVID-19 testing kits sufficient to test all participating individuals at the frequency specified by the school/school system utilizing rapid antigen or PCR-based tests.

2. Provide testing kits that will be used to perform COVID-19 testing on specimens collected via anterior nasal swabs or saliva; are acceptable for healthcare professional (HCP) or HCP-observed self-collection of specimens; and, for pooled testing, a maximum pool size of 25 specimens.
3. Process or arrange for secure processing of collected specimens in a CLIA-certified Authorized Processing Laboratory and/or hold an onsite test processing capabilities
4. Provide follow up confirmatory testing in the event of a positive POC or pooled test result
  - a. If the vendor does not provide a confirmatory test, the Applicant must identify alternative resources to provide the confirmatory test

3.2.1.5 Allowable costs for reimbursement - Option B - required

- A. Laboratory equipment used for COVID-19 testing and necessary maintenance contracts.
- B. Collection supplies, test kits, reagents, consumables, and other necessary supplies to support school screening testing.
- C. Contracts with academic institutions, private laboratories, other non-commercial healthcare entities, and/or commercial entities that may provide all or part of the screening testing needs. This may include contracts with companies that offer comprehensive support for screening testing in K-12 (e.g., sample collection, screening testing, and reporting).

### 3.2.2 Reports

3.2.2.1 **Option A:** State-contracted testing vendors will submit weekly testing reports to their respective school/school system to [MDH.K12Testing@maryland.gov](mailto:MDH.K12Testing@maryland.gov). The MDH Program Analyst will verify and reconcile with respective school systems and non-public schools to initiate payment to testing vendors. This will include validating the total number of tests conducted (PCR, Antigen, other) and positive test results.

3.2.2.2 **Option B:** Applicants seeking reimbursement, as well as contracting vendors, should meet all State and Federal reporting requirements for both positive and negative test results, and those outlined in the ELC Reopening Schools grant. Weekly reports (testing volume, test types, number of cases) must be received consistently in order for funds to be released. The reporting schedule is still being developed by the CDC. This includes a weekly report that contains the following information:

County	School/School System Name	Week	Total Enrollment	Tests Conducted: PCR	Tests Conducted: Antigen	Tests Conducted: Other	Positive Tests (All test types)

This information will be collected through an electronic form sent by the Department.

### 3.3 Invoicing - Option B Only

#### 3.3.1 General

- (a) Under Option B, all invoices for services shall be signed by the Grantee and submitted to the Grant Monitor. All invoices shall include the following information:

- Grantee name;
- Remittance address;
- Testing Vendor Name
- Testing Vendor Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- Name of State Agency being billed
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant or in the event that the Grantee otherwise materially breaches the terms and conditions of the Grant until such time as the Grantee brings itself into full compliance with the Grant.

### 3.3.2 Invoice Submission Schedule

The Grantee shall submit invoices on a monthly basis and are due by the 15th of the following month in which reimbursable services are performed.

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## **SECTION 4 – APPLICATION FORMAT**

### **4.1 One Part Submission**

Applicants shall submit Proposals/Applications in a two parts:

- a. Transmittal Letter
- b. Electronic Form Submission.

## **4.2 Applications - Submission**

4.2.1 Applications must be submitted via electronic form noted on Exhibit B. The Request Coordinator will consider accepting submission after the date and exact time stated in the Key Information Summary Sheet on a case by case basis. The date and time of submission is determined by the date and time of arrival on the submission form. Time stamps on outgoing email from Applicants shall not be accepted.

4.2.1.1 The email submission subject line shall state the RFA Title and number.

4.2.1.2 Two Part Submission:

A. Transmittal Letter (See 4.3.1.1)

B. Electronic Form Submission (See 4.3.1.2)

4.2.2 Applications will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

**\*All information submitted as part of this proposal is subject to release under the Public Information Act (PIA). If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction.**

## **4.3 All Applicants – Project Narrative**

4.3.1 **The Project Narrative** shall include the following documents and information in the order specified as follows:

### **4.3.1.1 Transmittal Letter:**

- Applicant;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- Federal Employer Identification Number (FEIN) of the Applicant;
- Applicant's eMMA number;
- Applicant's MSDE approval/registration number if a nonpublic school; and
- A statement that the appropriate electronic form has been submitted on behalf of the school or school system.

### **4.3.1.2 Applicant Technical Response to RFA Requirements and Proposed Work Plan:**

- a. Successful completion of the appropriate electronic form (Exhibit B) will be considered sufficient for this element.

## **4.4 Additional Requirements for Option B**

4.4.1 In addition to the requirements of 4.3, an Applicant selecting Option B - Reimbursement shall submit a copy of their agreement with a licensed laboratory qualified to conduct and process COVID-19 screening tests as defined in the Scope of Work. These documents shall be uploaded to the Option B application form in Exhibit B.

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## **SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE**

### **5.1 Evaluation Committee**

Evaluation of Applications will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. Applications will be reviewed and approved on a rolling basis as this is a formula-based non-competitive grant subject to the limitations below.

### **5.2 Application Evaluation Criteria**

Applications will be reviewed for eligible entities (either a public school system or non-public school) and whether or not the anticipated testing plan will meet the criteria for COVID-19 screening testing (Option B).

### **5.3 Additional Evaluation Criteria for Option B**

Applicants selecting Option B are also required to submit additional information regarding their partner laboratory services vendor as required under the Scope of Work, section 3.1.2.3, and appropriate costs under Scope of Work, section 3.1.2.4. Option B applications will be reviewed for confirmation of the required lab capabilities, appropriate licensing, and the costs paid through the lab services contract.

### **5.4 Approval Procedures**

#### **5.4.1 General**

As a non-competitive formula award, the Grant will be awarded in accordance with the method outlined in the Announcement. The State may determine an Applicant to be non-responsive and/or an Applicant's Application to be not eligible at any time after the initial closing date for receipt of Applications and prior to Grant award. If the State finds an Applicant to be not eligible, the Department will contact the applicant, notify them of issues with the application, and provide a reasonable time frame to address those issues.

#### **5.4.2 Award Determination**

Upon completion of the Application evaluations, the Request Coordinator will recommend award of the Grant to the responsible Applicants that submitted an Application qualified for participation in the Grant Program. Approved applicants will receive an award letter outlining their grant limit and additional steps required to either receive approval for use of a State-wide lab services contract or reimbursement for lab services through the Applicant's contracted lab services.

## **RFA ATTACHMENTS**

### **EXHIBIT B – Application Form Links**

This must be completed and submitted via electronic form for both Option A and Option B.

### **EXHIBIT C—Application Form Example - Option A**

### **EXHIBIT D—Application Form Example - Option B**

### **ATTACHMENT A – Memorandum of Understanding “Sample” for Option A**

This is the sample Memorandum of Understanding used by the Department. **It is provided with the RFA for informational purposes and is not required to be submitted at Application submission time.** Upon notification of recommendation for approval, a completed memorandum of understanding will be sent to the recommended awardee for signature. The recommended awardee must return to the Request Coordinator three (3) executed copies of the Memorandum of Understanding within five (5) Business Days after receipt. Upon award, a fully executed copy will be sent to the Grantee.

### **ATTACHMENT B – Standard Grant Agreement “Sample” for Option B**

This is the sample grant agreement used by the Department. **It is provided with the RFA for informational purposes and is not required to be submitted at Application submission time.** Upon notification of recommendation for award, a completed standard grant agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Request Coordinator three (3) executed copies of the Standard Grant Agreement within five (5) Business Days after receipt. Upon award, a fully executed copy will be sent to the Grantee.

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## **EXHIBIT B – Applications for Option A and Option B of the COVID-19 K-12 Screening Program**

As part of the Request for Application process for the COVID-19 K-12 Screening Program, Applicants should submit the applications below for the option of their choosing:

- [Option A: K-12 COVID-19 Screening Program Application for State-Contracted Vendors](#)
- [Option B: Application for Reimbursement of COVID-19 screening testing expenses for 2021-2022 school year](#)

Applicants may choose to submit an application for Option A and/or Option B. For entities selecting Option B, please have the following documents ready to upload:

- Testing vendor contracts
- Documentation of breakdown of student population socioeconomic levels

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## EXHIBIT C – Application Example for Option A

### Option A: K-12 COVID-19 Screening Program Application - State-Contracted Vendors

The Maryland Department of Health (MDH) and Maryland State Department of Education (MSDE) are offering the opportunity to participate in a new K-12 COVID-19 Screening Testing Program, which will provide a set of free, comprehensive COVID-19 testing services to participating schools. This program is open to all K-12 schools throughout Maryland for the duration of the 2021-2022 school year. This testing program will operate in conjunction with the current Diagnostic Testing Program for symptomatic cases and close contacts.

Participating schools and school systems that opt in to the screening testing program will have the opportunity to choose from a variety of State-contracted testing vendors who will provide end-to-end testing services onsite in schools. Testing vendor services will include: conducting an assessment to assist in identifying school testing needs, providing clinical staff to administer tests and assist with test collection, transferring tests to laboratories, communicating test results through their resulting portal, and reporting results to schools and health authorities.

To enroll in this program, school system superintendents and non-public school leaders are requested to submit this application **no later than August 9th**. Responding to this application is non-binding, and does not commit your school/school system to the COVID-19 screening testing program(s) in the fall. This form is only to express interest in the K-12 COVID-19 Screening Program. If you are interested in participating in the Diagnostic Testing Program, follow this [link](#).

If you have questions, please contact MDH.K12Testing@maryland.gov.

### Your Contact Information

Please provide us with your contact information so we can contact you if necessary. Please note, this interest form is intended to be completed by:

- 1) The superintendent (or equivalent) of a K-12 School System, or their designee. This is inclusive of public and non-public school systems. This would be an individual who oversees multiple schools.
- 2) The administrative head of an individual non-public school that does not fall under the governance of a system.

**First Name:\***

**Last Name:\***

**Title:\***

**Email Address:\***

**Phone Number:\***

### Your Institutional Information

**Please select your school system:\*** List will drop down

If your school system is not on this list, select "Other" and indicate the name of your school system below.

**System/School Address (Line 1):\***

**System/School Address (City):\***

**System/School Address (State):\***

**System/School Address (ZIP Code):\***

**(IF YES) What type of testing functional area are you interested in implementing in your school/school system?**

- Pooled
- Non-pooled
- Mix of the two
- Not sure yet

**(IF YES) What type of SCREENING testing approach are you interested in implementing in your school/school system? (Select all that apply)**

- Testing staff and/or students only for participation in extracurricular activities (sports, civic, and academic)
- Testing all staff and/or students (all grades or grade-specific) periodically (ex. all elementary students weekly)
- Testing a sample of staff and/or students periodically (ex. 10% of all students weekly)
- Not sure yet
- Other (Please describe in the notes section below)

**Please describe below any additional information regarding your selected testing strategy/strategies:**

**Are you interested in additional administrative personnel to assist in your school/school systems' testing efforts?**

Note: Your answer is only for planning purposes and does not commit your school/school system to additional resources if needs changes.

- Yes
- No
- Not sure yet

**(IF YES/Not sure) How many additional administrative staff members do you anticipate would be needed to assist in your school/school systems' testing efforts?**

MDH will do its best to accommodate these requests.

**Please describe the anticipated administrative needs for your school/school system:**

These tasks may include, but are not limited to: tracking COVID-19 testing consent forms, managing testing attendance, assisting schools in parent communication, communicating with LHDs

**Please enter the date you will reopen for in-school instruction for the 2021-2022 school year:**

If you are submitting this request on behalf of multiple schools, please input the earliest date one of your schools intends to reopen for in-school instruction. If your school(s) already opened, enter the earliest date your school(s) opened for in-school instruction.

**Please enter the total number of students currently enrolled at your participating school(s):**

**Please enter the total number of employees at your participating school(s):\***

This includes faculty, staff, administrators, contracted staff, and service providers.

**Has your institution identified a point of contact for inquiries about your institution's testing?\***

If no testing point of contact has been identified, please note that future communications will be sent to the individual submitting this interest form via the contact information provided above.

**Are there any questions or additional information you want to share as part of your registration?:**

## EXHIBIT D – Application Example for Option B

### Option B: Application for Reimbursement of COVID-19 screening testing for SY 2021-2022

Applicants seeking reimbursement for screening testing services will work directly with their identified Contractor(s) to procure, plan, implement, manage, and report on screening testing programs. The Contractor's COVID-19 screening testing program must meet all necessary clinical protocols and public health standards of school-based COVID-19 screening testing.

Please refer to the Request for Applications solicitation to confirm your school entity has sufficiently met and understood the scope of work and reporting requirements.

The Testing Task Force will review the application, ensure it meets the ELC grant requirements, and make the applicant aware of any clarifications or modifications that may be required.

### Your Contact Information

Please provide us with your contact information so we can contact you if necessary. Please note, this interest form is intended to be completed by:

- 1) The superintendent (or equivalent) of a K-12 School System, or their designee. This is inclusive of public and non-public school systems.
- 2) The administrative head of an individual non-public school that does not fall under the governance of a system.

**First Name:\***

**Last Name:\***

**Title:\***

**Email Address:\***

**Phone Number:\***

### Your Institutional Information

**Are you a representative from a Public School System?:\***

**Please enter the full name of your school:\***

**Please select your school system:\***

If your school system is not on this list, select "Other" and indicate the name of your school system below.

**System/School Address (Line 1):\***

**System/School Address (City):\***

**System/School Address (State):\***

**System/School Address (ZIP Code):\***

**Please enter the date will re-open for the 2021-2022 school year:\***

If you are submitting this request on behalf of multiple schools, please input the earliest date for one of your schools.

**Please enter the total number of students currently enrolled at your participating school(s):\***

**Please enter the total number of employees that have direct interaction with students at your participating school(s):\***

This includes faculty, staff, administrators, contracted staff, and service providers.

**What type of screening testing are you seeking for reimbursement?**

- Pooled
- Non-pooled
- Mix of the two
- Not sure yet

**What frequency of screening testing is being implemented in your school/school system? (Select all that apply)**

- Testing staff and/or students only for participation in extracurricular activities (sports, civic, and academic)
- Testing all staff and/or students (all grades or grade-specific) periodically (ex. all elementary students weekly)
- Testing a sample of staff and/or students periodically (ex. 10% of all students weekly)
- Not sure yet
- Other (Please describe in the notes section below)

**Please describe below any additional information regarding your selected testing strategy/strategies:\***

**Please list the vendor(s) you are currently contracting with, contract amount(s), and duration of contract(s):\***

**Testing - Point of Contact (First Name):\***

**Testing - Point of Contact (Last Name):\***

**Testing - Point of Contact (Title):\***

Please insert the position/role that your testing point of contact serves.

**Testing - Point of Contact (Email Address):\***

**Testing - Point of Contact (Phone Number):\***

**Are there any questions or additional information you want to share as part of your registration?:**

**Please include the following attachments to your application:\***

1. Existing vendor contracts that include vendor name, contract amount, and contract duration
2. Documentation of the socioeconomic breakdown of your student population

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**ATTACHMENT A - Memorandum of Understanding “Sample”**

The sample Memorandum of Understanding template can be found on the Department’s Office of Contract Management and Procurement [website](#).

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**ATTACHMENT B – Standard Grant Agreement “Sample”**

## ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE STANDARD GRANT AGREEMENT

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this <enter day> day of <month, year>, between the State of Maryland (the "State"), acting through the Maryland Department of Health (the "Department"), located at <enter MDH Address> and the <grantee name> (the "Grantee"), located at <grantee address> in <county / city> County, <state, zip>, a Maryland Limited Liability Company / Corporation. .

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of <amount in words> Dollars (\$ xx,xxx.xx) (the "Grant"), which the Grantee shall use only for the following purposes: <grant purpose>

2. Any expenditure of Grant funds that is not consistent with purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.

3. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.

5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair practices.

6. The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

A.) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;

B.) The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; **the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.**

C.) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, **is in good standing**, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and

D.) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

E.) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

9. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

10. This Agreement shall bind the respective successors and assigns of the parties.

11. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.

12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

13. The following items are incorporated by referenced and made a part of this Agreement, Appendix A & B. Attachment A, B, C, D, E, & F.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE

DEPARTMENT

\_\_\_\_\_  
(Name of Corporation or Association)

\_\_\_\_\_  
Maryland Department of Health  
(Name of Corporation or Association)

By: \_\_\_\_\_

By: \_\_\_\_\_

SEAL

SEAL

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **APPENDIX A**

The Department's Grant Monitor is:

<Name and Title of MDH grant monitor>  
address,

<Office>

Maryland Department of Health

201 W. Preston Street

Baltimore, Maryland 21201

Phone:

Email:

The Grantee's Grant Monitor is:

<enter name, title, office, grantee agency,

phone number and email >

### **I. BACKGROUND INFORMATION OF AGREEMENT**

<Enter background information of the agreement>

### **II. DUTIES OF THE GRANTEE**

#### **SCOPE OF WORK:**

<Enter all duties and scopes of work for the grant agreement>

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**APPENDIX B (insert revised budget)**

**Cost Estimate for:**

**<Name of Project>**

---

**PERIOD OF PERFORMANCE - <Date of Project>**

**<Enter Budget>**

## II. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the <grantee/sub-recipient/sub-awardee> for this project <MDH awarding agency> will:

- Provide necessary technical support and monitoring to <grantee/sub-recipient/sub-awardee> to ensure state and federal grant compliance.

This includes but is not limited to:

- Completion of the MDH Office of the Inspector General Risk Assessment
- Completion of the Standard Grant Agreement Checklist
- Determination of Good Standing with The State of Maryland
- Review for Debarment, Suspension, or any Exclusion from doing business with Maryland
- Determination regarding No Conflicts of Interest
- Review of Single Audits
- Review for Debarment, Suspension, or any Exclusion from doing business with the Federal Government

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#### SECTION IV. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
<u>Conditions of Award- Attachment A</u>	<u>2</u>
<u>Federal Funds- Attachment B</u>	<u>2</u>
<u>Debarment Affirmation- Attachment C</u>	<u>2</u>
<u>Certification Regarding Tobacco Smoke- Attachment D</u>	<u>1</u>
<u>Certification Regarding Lobby- Attachment E</u>	<u>5</u> <u>2</u>
<u>Additional Information required for Prevention and Health Promotion Administration Grants – Attachment F</u>	<u>                    </u>

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**CONDITIONS OF AWARD**

**Maryland Department of Health (MDH)**

<Enter Department Here>

<Enter Federal Awarding Agency Here>

<Enter Name of Federal Award and Grant Number Here>

**Period of Performance:**      <Enter From and To Dates Here>

**Important Dates:**

<Enter Date Here>:            Quarterly progress report  
<Enter Date Here>:            All funds obligated  
<Enter Date Here>:            All funds must be spent  
<Enter Date Here>:            Final progress and fiscal report due to MDH

The grantee/sub-grantee/sub-recipient (**circle one**), shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

**Program Requirements:**

1. The grantee/sub-grantee/sub-recipient, <Enter Grantee Name Here> > agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee/sub-grantee/sub-recipient, will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee/sub-grantee/sub-recipient, shall cite < Enter Name of Federal Award > and the MDH <Enter Department Here> as a funding source when publishing or presenting data or programs partially or fully funded by MDH grants.
5. The grantee/sub-grantee/sub-recipient, should inform the MDH <Enter Department Here> as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.

**Fiscal Requirements:**

1. The grantee/sub-grantee/sub-recipient, shall **not** use <Enter Name of Federal Award> to:
  - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
  - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
  - c. Support legal services;
  - d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
  - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
  - f. Pay property taxes;
  - g. Fund capital improvement projects;
  - h. Supplant personnel costs and/or other activities.
  - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
2. The grantee/sub-grantee/sub-recipient will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
3. The grantee/sub-grantee/sub-recipient will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

**Audits:**

The grantee/sub-grantee/sub-recipient shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F - Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

**Site Visits and Surveys:**

1. As requested, the grantee/sub-grantee/sub-recipient shall participate fully in the MDH <Enter Department Here> Quality Improvement and Technical Assistance activities, which may include, but are not limited to:
  - a. Comprehensive site visits at the Department's request within the project period;
  - b. Interviews of staff, review of fiscal and program records, **monitoring, risk assessment**, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

**Equipment Inventory Requirements:**

Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be catalogued for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

**Risk Assessment:**

The grantee/sub-grantee/sub-recipient shall be required to participate in an MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub- recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

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## **ATTACHMENT B**

### **FEDERAL FUNDS**

#### A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Maryland Department of Health.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, and education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
  - a) OMB 2 CFR 200, Subpart F, Audit Requirements requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of

the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. and the Office of Management and Budget (OBM) 2 CFR 200, Subpart F.

- b) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
- c) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- i. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- iii. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- iv. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- v. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal]

secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation-programs, activities, and facilities and employment. It states, among other things, that:

*Grantees that provide health...services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.*

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration), NIH (National Institute of Health), CDC (Center for Disease Control and Prevention), and HHS (Health and Human Services) are prohibited from paying any direct salary at a rate of Executive Level II or more than \$189,600 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants, Public Health and Emergency Preparedness and Hospital Preparedness Program Cooperative Agreements.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/Certification/Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.



**DEBARMENT AFFIRMATIONS**

In accordance with the requirements of United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_  
(Title)

and the duly authorized representative of

\_\_\_\_\_  
(Name of Grantee/sub-recipient/sub-awardee)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

**B. AFFIRMATION REGARDING DEBARMENT**

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

D. SUB-CONTRACT AFFIRMATION
-----------------------------

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:   X  \_\_\_\_\_

By:   X  \_\_\_\_\_

(Authorized Representative and Affiant)

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**DEPARTMENT OF HEALTH & HUMAN SERVICES**

---

Public Health Services  
Health Resources and  
Service Administration  
Rockville, MD 20857

**CERTIFICATION REGARDING ENVIRONMENT TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for impatiens drug or alcohol treatment, service providers whose sole sources of applicable Federal funds are Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply will result with the monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**X**

---

Signature of Authorized Certifying Official

**Certification Regarding Lobbying**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation, renewal amendment or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered unto. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

Award No.	Organizational Entry
Name and Time of Official signing for Organizational Entry <input checked="" type="checkbox"/>	Telephone No. of Signing Official <input checked="" type="checkbox"/>
Signature of Above Official <input checked="" type="checkbox"/>	Date Signed <input checked="" type="checkbox"/>





## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards Include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal

officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**The Remainder of This Page is Left Blank**

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance		2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award		3. Report Type a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____ if known:  Congressional District, <i>if known</i>			5. If Reporting Entity in No. 4 is Sub-awardee, enter Name and address of Prime:  Congressional District, <i>if known</i>		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
8. Federal Action Number, <i>if known</i> :			9. Award Amount, <i>if known</i> :		
10. a. Name and Address of Lobbying Entity: (If individual, last name, first name, MI):			11. Individuals Performing Services (Including address if different from No. 10a) (last name, first name, MI):		
11. Amount of Payment ( <i>check all that apply</i> ): \$ _____ actual _____ planned _____			13. Type of Payment ( <i>Check all that apply</i> ): _____ a. Retainer _____ b. One-time fee _____ c. Commission _____ d. Contingent fee _____ e. Deferred _____ f. Other, specify: _____		
12. Form of Payment ( <i>check all that apply</i> ): _____ a. Cash _____ b. In-kind: specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:          (attached Continuation Sheet(s) SF-LLL-A <i>if necessary</i> )					
15. Continuation Sheet(s) SF-LLL-A attached: _____ yes _____ no					
16. Information required through this form is authorized by title 31 U.S.C. sections 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the per above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,00 for each such failure.			Signature: _____  Print Name: _____  Title: _____  Telephone No: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard form-LLL		

Continuation Sheet

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

**ATTACHMENT F**

**ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH PROMOTION  
ADMINISTRATION GRANTS**

1. The grant period or term is:

\_\_\_\_\_ (insert start and end dates) \_\_\_\_\_

2. There (☒ X \_\_\_\_\_ are / \_\_\_\_\_ are not) programmatic conditions that apply to this grant, regardless of the type of funding. If applicable, these conditions are contained in Appendix D.
3. Within 60 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.
4. Interim fiscal reporting requirements for this grant are listed below. All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. All expenditure reports must be signed by the Chief Executive Officer or the Chief Financial Officer of the grantee's organization.
6. Before any grant funds are distributed, the Grantee shall provide a budget detailing how the grant funds are to be expended.

7. PHPA may call for annual independent financial audits of past and future grants to verify the propriety of reported expenditures.
8. Whenever funds must be distributed prior to the beginning of the grant period, subsequent payments to the Grantee will be made only after the Grantor verifies, through detailed expenditure reports, that the initial funds have been spent.
9. Federal Funding Acknowledgement ( if applicable)
  - a. This grant ( \_\_\_\_\_ does/ \_\_\_\_\_ ) does not contain federal funds.
  - b. The total amount of federal funds allocated for the \_\_\_\_\_ is \$ \_\_\_\_\_ in Maryland State fiscal year \_\_\_\_\_. This represents \_\_\_\_\_ % of all funds budgeted for unit in that fiscal year. This does not necessarily represent the amount of funding available.
  - c. If contained, the source of these federal funds is: \_\_\_\_\_.
  - d. The CFDA number is \_\_\_\_\_. The conditions that apply to all federal funds awarded by the Prevention and Health Promotion Administration are contained in Appendix B. Any additional conditions that apply to this federally funded grant are contained in Appendix D
10. This grant ( \_\_\_\_ does/ \_\_\_\_\_ ) does not contract with subproviders on a cost reimbursement basis.